

K.C.C. No. 159267

Tariff No.

**TARIFF
OF**

Name: KTS Leasing, L.L.C.

Address: 2411 Ponderosa Lawrence, KS 66046

Motor Common Carrier Service

Between Points

**And Places In Kansas
(As Shown Herein)**

**ISSUE DATE:
EFFECTIVE DATE:**

Rebecca Popp, President

Name and Title

KTS Leasing L.L.C.

Name of Carrier

2411 Ponderosa

Street and PO Box Address

Lawrence, KS 66046

City, State and Zip

Updated 02/25/05

Item No.	Subject And Application
1.	The provisions of this tariff apply to the intrastate transportation of PASSENGERS AND THEIR BAGGAGE, IN ROUND TRIP CHARTER OPERATIONS as follows: Between all points and places in all counties in the state of Kansas.
2.	Availability of Equipment and Basis of Charges Dependent Thereon: <ol style="list-style-type: none"> a. Vehicles are available at Lawrence, Kansas b. All rates are the same regardless of the number of passengers.
3.	Baggage <ol style="list-style-type: none"> a. Personal baggage will not be checked. Personal baggage, musical instruments, athletic equipment and other paraphernalia necessary for the purpose of the charter trip and limited to the capacity of the coach will be transported at owner's risk and in the custody of the chartering party at no additional charge.
4.	Deposits and cancellations: <ol style="list-style-type: none"> a. A 15% deposit is required to confirm any coach movement. b. The deposit is due within 10 days after booking. c. A full refund of the deposit will be made if cancellation of the charter movement is made 30 days or more in advance of such movement. d. A cancellation of a charter movement within 30 days of such movement will result in forfeiture of the deposit. e. Full payment of any charter movement is due 10 days in advance.
5.	Damage to vehicles <ol style="list-style-type: none"> a. Any damage to the vehicle caused by the chartering party will be charged to the chartering party.
6.	All mileage will be computed according to the latest Kansas Department of Transportation Highway Mileage Guides.
7.	The charges named herein do not include entrance fees, toll roads, bridges, tunnel, ferry fees or parking charges; such fees, tolls and charges will be in addition to all other applicable charges.
8.	As used herein, an "hour" is each sixty minute period beginning at the time the vehicle is ordered to be at the point of origin and ending at the time the vehicle is finally released by the chartering party.
9.	Deadhead and Live Mileage: <ol style="list-style-type: none"> a. "Deadhead" mileage means the mileage traveled in moving from Lawrence, Kansas to the starting point of the trip and from the final destination of the trip to Lawrence, Kansas and such other movement of equipment unoccupied by passengers as may be necessary based on the trip the party requires. b. "Live" mileage means mileage traveled while the coach is occupied by passengers.

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10.	<p>Liability:</p> <p>a. The Carrier will not be liable for delays caused by an Act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, accidents, breakdowns, bad conditions of the road, snow storms, and other conditions beyond its control and does not guarantee to arrive at or depart from any point at a specified time. The carrier will endeavor to maintain the schedule submitted by its agent or employee but same is not guaranteed.</p> <p>b. If any Act of God, public enemies, authority of law, quarantine, perils of navigation, riots strikes, and other conditions beyond its control, make it, in the opinion of the carrier, inadvisable to operate the chartered coach either from the place of origin or any point enroute, the carrier shall not be liable therefore, or be caused to be held for damages for any reason whatsoever.</p>										
11.	<p>If at the request of the chartering party, the carrier arranges special equipment and supplies in the vehicles for the convenience and comfort of the chartering party or arranges for hotel accommodations, meals, sight-seeing entertainment or other services, all charges which are incurred in the performance of these special services will be in addition to all other applicable charges. The carrier assumes no liability for accidents, damage, loss or non-performance of these services on the part of any establishment and the carrier’s responsibility is limited to the actual transportation contracted for by the chartering party.</p>										
12.	<p>Charges:</p> <p>a. Live mileage charge will be assessed except time charges will apply if they are greater than the charges computed under the live mile charge.</p> <p>b. Time charges will be computed from the time the charter coach is ordered to be at the point of origin and continue until the charter coach returns to the point of origin and is released.</p> <p>c. The deadhead mileage charge as provided in Item 9 is in addition the live mileage charge and/or the time charges set forth in Paragraphs 1 and 2.</p> <p>d. On any charter which requires that the driver “over-night” at a location other than Lawrence, Kansas, an additional charge of \$50.00 per night will be made.</p> <p>e. Where, due to scheduling extra drivers is required, an additional charge of \$80.00 per day, per extra driver will be assessed.</p> <p>MILEAGE CHARGE (Rates are in cents per mile)</p> <table><tr><td>Per Live Mile</td><td>Per Deadhead Mile</td></tr><tr><td>215</td><td>185</td></tr></table> <p>TIME CHARGE (Rates are in dollars and cents)</p> <table><tr><td>First four (4) hours or less</td><td>Each Additional hour</td><td>Maximum 24 hour period</td></tr><tr><td>\$260.00</td><td>\$65.00</td><td>\$650.00</td></tr></table>	Per Live Mile	Per Deadhead Mile	215	185	First four (4) hours or less	Each Additional hour	Maximum 24 hour period	\$260.00	\$65.00	\$650.00
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